

CONTRACT DOCUMENTS AND SPECIFICATIONS

for

Citywide Flooring Services

RFP #12-24

Karen S. Conard, City Manager

TABLE OF CONTENTS

REQUEST FOR PROPOSALS	3
SCOPE OF WORK	4
PROJECT SCHEDULE	4
SUBMITTAL REQUIREMENTS	4
EVALUATION CRITERIA	5
EVALUATION RIGHTS/RULES OF CONDUCT	5
EXECUTION OF CONTRACT	5
INSURANCE REQUIREMENTS	6
NOTICE OF INTENT TO AWARD	8
NOTICE TO PROCEED	9
SPECIAL & GENERAL REQUIREMENTS	10
STANDARD SPECIFICATIONS	13
TECHNICAL SPECIFICATIONS	14
PROPOSAL FORM	EXHIBIT A
CONTRACT AGREEMENT	EXHIBIT B

City of Portsmouth, NH
Department of Public Works

RFP# 12-24 Citywide Flooring Services

REQUEST FOR PROPOSALS

Sealed Proposals plainly marked “**RFP #12-24 Citywide Flooring Services**” on the outside of the mailing envelope, addressed to the Finance/Purchasing Department, 3rd floor City Hall, 1 Junkins Avenue, Portsmouth, NH 03801 will be accepted until 2:00 p.m. on Thursday June 6, 2024.

Scope of Work:

The City of Portsmouth is requesting proposals from qualified flooring companies for a term service contract. Services will include repairs to and installation of all types of flooring , including but not limited to carpet, carpet tile, vinyl tile, resilient flooring, rubber tile, concrete, wood, quarry and ceramic tile flooring in City owned facilities. City facilities are public buildings that may require flooring work to be done after business hours.

The Owner seeks a three-year contract with potential for (2) one-year extensions.

Information about this RFP may be obtained on the City of Portsmouth website at www.cityofportsmouth.com/finance/purchasing.htm. Written questions should be addressed to purchasing@cityofportsmouth.com by May 30, 2024, by 4:00 p.m.

Addenda to this proposal, if any, including written answers to questions, will be posted on the City of Portsmouth website (above) by June 3, 2024 @ 4:30 p.m. under the project heading.

The City of Portsmouth reserves the right to reject any or all proposals, to waive technical or legal deficiencies, to accept any proposal and to negotiate such terms and conditions of any proposal that may be in the best interest of the Owner.

REQUEST FOR PROPOSALS
RFP # 12-24 CITYWIDE FLOORING SERVICES

PURPOSE

The purpose of this Request for Proposals is to contract with flooring firms that will provide prompt, predictable and reliable service for flooring needs as they occur in facilities Citywide.

SCOPE OF WORK

Flooring firms will provide project management, site visits, estimates, supervision, labor, materials and quality control for flooring work specified by the City under a term service contract agreement. Projects will be awarded on a case-by-case basis based on the needs of the City.

PROJECT SCHEDULE

Contract signing is anticipated to take place within two (2) weeks following selection of successful firm. The selected flooring firm shall be expected to begin work within two (2) weeks of contract signing.

SUBMITTAL REQUIREMENTS

Proposals shall include the following and shall be organized using each of the elements listed below as section headings:

- A. Firm Description: Provide a brief description of the firm including firm size and area of specialization, location of corporate headquarters, and location of office proposed to handle this project.
- B. Project Team: Provide names, resumes, and office locations of key staff who will be assigned to the project. Each team member's qualifications shall be listed. The project manager shall be clearly identified.
- C. Project Understanding: Provide a statement summarizing how the contractor and/or project team is particularly qualified for this project and plan for off-hour work.
- D. Scope of Services: Describe the firm's approach and technical plan for accomplishing the work listed herein. The Flooring firm is encouraged to elaborate and improve on the tasks listed in the RFP; however, the flooring firm shall not delete any requested scope tasks. Ascertain the variety of flooring the proposing firm has experience with, and exclusions.
- E. Comparable Projects: Description of related project experience and role of key staff in each project.
- F. References: Three (3) references, including current contact name and phone number for similar projects.
- G. Four (4) copies of the proposal are to be submitted.

EVALUATION CRITERIA

Proposals will be evaluated according to the following:

1. Responsiveness to submission requirements. 10 points
2. Qualifications of firm and project team members. 20 points
3. Previous related work and references. 30 points
4. Strength of proposed scope of services. 30 points
5. Project budget. 10 points

The City, at its discretion, may select a firm outright or select one or more finalist(s) for in-person and/or virtual interviews.

EVALUATION RIGHTS / RULES OF CONDUCT

- A. The City expressly reserves the right to:
 - Reject any and all proposals without penalty
 - Waive all technicalities, irregularities and deviations of bids from this request for proposals
 - To decide whether a proposal does or does not substantially comply with the requirements of the RFP
 - To reject any or all proposals, to waive technical or legal deficiencies, to accept any proposal and to negotiate such terms and conditions of any proposal that may be in the best interest of the City.
- B. It is the City's intent to award a minimum of two (2) firms to be available on an on-call basis as services are needed.
- C. The City reserves the right to award a contract without discussion or negotiation if it determines that such an award will result in fair and reasonable prices and would be the most advantageous to the City.
- D. If the awarded Contractor refuses to enter into a contract, their proposal will be rejected.
- E. The City will evaluate all proposals against the evaluation criteria listed in this request for proposal and determine which firm will best meet the needs of the City.
- F. If a contract acceptable to the City cannot be executed with the top firm, the City may eliminate that firm from further consideration. The City may then proceed to conduct negotiations and planning sessions with the firm next preferred among the firms who have not been eliminated. Such processes will be continued until either an acceptable contract is executed, or all proposals have been eliminated.
- G. The City reserves the right to negotiate simultaneously with more than one firm.

EXECUTION OF A CONTRACT

- A. Contract
 1. The City will work with the selected flooring firm's representative to develop a mutually agreeable contract.

2. All terms and conditions will be taken into consideration when developing the contract as will the specific tasks and deliverables outlined in Scope of Work/Technical Specifications.
3. The Contract Agreement shall be as shown in **EXHIBIT B**

B. Contract Terms and Conditions

1. Price Guarantee

- a. Firm shall guarantee their pricing structure for a specific period. If pricing changes, firm must request increase in writing, and increase must be approved by the City, in writing, with a minimum of thirty (30) days' notice.

2. Extensions

- a. The intent to renew or not to renew the contract by either party shall be filed in writing with the City by May 1, 2027, for the succeeding contract year. The City is to be advised if that is not possible.
- b. It is City's intent that the required negotiation and approvals for any extension will be completed by June 1st of the Contract year for the succeeding contract year.

INSURANCE REQUIREMENTS

Within ten (10) business days after the City sends an email, a Notice of Acceptance, Agreement or Purchase Order, or prior to beginning work onsite, whichever is sooner, the successful firm shall deliver to the City the Certificate of Insurance as specified below.

Insurance shall be in such form as will protect the firm from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by the firm.

AMOUNT OF INSURANCE

- A) Commercial General Liability: Bodily injury or Property Damage - \$2,000,000 Per occurrence and general aggregate
- B) Automobile and Truck Liability: Bodily Injury or Property Damage - \$2,000,000 Per occurrence and general aggregate

Coverage requirements can be met with excess policies

Additionally, the Contractor shall purchase and maintain the following types of insurance:

- A) Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the State of New Hampshire.
- B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

ADDITIONAL INSURED

All liability policies (including any excess policies used to meet coverage requirements) shall include

the City of Portsmouth, New Hampshire as named Additional Insured.

- A) The firm's insurance shall be primary in the event of a loss.
- B) The Additional Insured endorsement must include language specifically stating that the entity is to be covered for all activities performed by, or on behalf of, the contractor, including the City's general supervision of the firm.
- C) City of Portsmouth shall be listed as a Certificate Holder. The City shall be identified as follows:

City of Portsmouth
Attn: Legal Department
1 Junkins Avenue Portsmouth, NH 03801

INDEMNIFICATION OF CITY

Firm shall defend, indemnify, and hold harmless the City of Portsmouth, its agents, officials, and employees from and against any and all claims, actions, damages, and losses incurred by Portsmouth arising out of or relating to Contractor's negligence or breach of its obligations or warranties set forth in this Agreement, except to the extent such claims, actions, damages, or losses are caused by the negligent acts or omissions of Portsmouth.

NONDISCRIMINATION

Any entity that enters a contact for goods or services with the City of Portsmouth or any of its boards, agencies and departments and any recipient of City funds shall:

- 1. Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting, or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.
- 2. Not discriminate in the performance of the contract on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

NOTICE OF INTENT TO AWARD

Date:

To:

IN AS MUCH as you were the low responsible bidder for work entitled:

RFP #12-24 Citywide Flooring Services

You are hereby notified that the City intends to award the above referenced project to you.

Immediately take the necessary steps to execute the Contract:

- 1) Provide required bonds and proof of insurance within ten (10) calendar days from the date of this Notice.
- 2) Initiate the security clearance requirements with the Portsmouth Police Department

The City reserves the right to revoke this Notice if you fail to take the necessary steps to execute this Contract.

City of Portsmouth, New Hampshire

Title: _____

NOTICE TO PROCEED

:

RFP #12-24 Citywide Flooring Services

DATE: _____

TO: _____

YOU ARE HEREBY NOTIFIED TO COMMENCE WORK IN ACCORDANCE
WITH THE AGREEMENT DATED, _____

CITY OF PORTSMOUTH, N.H.

BY: Peter H. Rice, PE
Public Works Director

ACCEPTANCE OF NOTICE

**RECEIPT OF THE ABOVE NOTICE TO
PROCEED IS HEREBY ACKNOWLEDGED BY**

This the _____ day of _____ 20_

By: _____

Title: _____

SPECIAL AND GENERAL REQUIREMENTS

SECURITY CLEARANCE

Work within the Police Department requires that the Firm obtain a security clearance from the Portsmouth Police Department. Upon award of Contract, the flooring company will initiate the process of obtaining a security clearance for flooring personnel.

WORK SCHEDULING

Flooring projects in various public buildings will require work to be done after the regular business hours of operation.

1. AUTHORITY OF CITY REPRESENTATIVE

- (a) All work shall be done under supervision and to the satisfaction of the City's Project Manager. The Project's Representative will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions that may arise as to the interpretation of the plans and specifications; and all questions as to the acceptable fulfillment of the Contract by the Contractor.
- (b) The City's Project Manager will have the authority to suspend the work wholly or in part for such periods as he may deem necessary due to the failure of the firm to correct conditions unsafe for workers or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for conditions considered unsuitable for the prosecution of the work, including unfit weather; or for any other condition or reason deemed to be in the public interest. The Contractor shall not be entitled any additional payments arising out of any such suspensions.
- (c) The Project Representative reserves the right to demand a certificate of compliance for a material or product used on the project. If the Project Representative determines the certificate of compliance is unacceptable, the Contractor may be required to provide engineering and testing services to guarantee that the material or product is suitable for use in the project, at its expense.

2. PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPES

- (a) The firm shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.
- (b) When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or as a result of the failure to perform work by the Contractor, the Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing rebuilding, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.
- (c) If the firm fails to repair, rebuild or otherwise restore such property as may be deemed necessary, the City, after 48 hour notice, may proceed to do so, and the cost thereof may be deducted from any money due or which may become due the firm under the contract.

3. MAINTENANCE DURING CONSTRUCTION

The firm shall maintain the work during construction and until the project is accepted. This maintenance shall constitute continuous and effective work carried out day by day, with adequate equipment and workers to ensure that the structure is kept in satisfactory conditions at all times.

4. SAFETY PRECAUTIONS

Upon commencement of work, the firm shall be responsible for initiating, maintaining and supervising all safety precautions necessary to ensure the safety of employees on the site, other persons who may be affected thereby, including the public, and other property at the site or adjacent thereto.

5. TEMPORARY FACILITIES

Storage Facilities: (a) Equipment and materials shall be stored in a location approved by the Project Representative; (b) Firm shall protect all stored materials from damage by weather or accident and shall insure adequate drainage at and about the storage location; and prior to final acceptance of the work all temporary storage facilities and surplus stored materials shall be removed from the site.

Sanitary Facilities: Firm shall be provided with reasonable access to toilet facilities for the use of the workers employed on the work.

Water Facilities: Firm shall be provided with reasonable access to water facilities for operations.

Temporary Electricity: Firm shall be provided with reasonable access to electrical power necessary for operation at the site.

6. PAYMENT AND GUARANTEES

General

- (a) The firm shall be liable to City for failure to repair, correct, renew or replace, at his own expense, all damage due or attributable to defects or imperfections in the work which defects or imperfections may be discovered before or at the time of the final inspection and acceptance of the work by the Project Representative.
- (b) No monies, payable under the contract or any part thereof, shall become due or payable if the Project Representative so elects, until the firm shall satisfy City that the firm has fully settled or paid all labor performed or furnished for all equipment hired, including trucks, for all materials used, and for fuels, lubricants, power tools, hardware and supplies purchased by the firm and used in carrying out said contract and for labor and parts furnished upon the order of firm for the repair of equipment used in carrying out this contract; and the Project Representative, if so electing, may pay any and all such bills, in whole or in part.
- (c) Any extra work performed will be paid for at the price negotiated between City and the firm. If no agreement can be negotiated, the firm will accept as payment for extra work, cost plus 15% (overhead and profit). Costs shall be substantiated by invoices and certified payroll.

Final Acceptance

- (a) Upon due notice from the firm of presumptive completion of the entire project (s), the City will make an inspection. If all construction provided for and contemplated by the contract is found complete to their satisfaction, this inspection shall constitute the final inspection. The City will make the final acceptance and notify the firm in writing of this acceptance as of the date of the final inspection.
- (b) If, however, the City's inspection discloses any work in whole or in part, as being unsatisfactory, the firm will be given the necessary instructions for correction of such work, and the firm shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, the City will make the final acceptance and notify the firm in writing of this acceptance as of the date of final inspection.
- (c) When the project has been accepted and upon submission by the firm of all required reports, completed forms, affidavits, releases and certifications, City will make final payment.

General Guaranty and Warranty of Title

- (a) Neither final payment nor any provision in the contract nor partial or entire use of the improvements embraced in this Contract by City or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the firm of liability in respect to any express or implied warranties or responsibility for faulty materials or workmanship. The firm shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work. City will give notice of defective materials and work with reasonable promptness.
- (b) No material supplies or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease purchase or other agreement by which an interest therein or in any part thereof is retained by the Seller or supplier. The firm shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him free from any claims, liens or charges. Neither the firm nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have the right to a lien upon any improvements or appurtenances thereon.
- (c) Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the firm for their protection or any rights under any law permitting such persons to look to funds due the firm in the hands of City. The provisions of this paragraph shall be inserted in all subcontractors and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.
- (d) At completion of project, firm to provide City a written guarantee of one (1) year workmanship warranty.

ADDITIONAL INFORMATION

Requests for additional information should be directed to purchasing@cityofportsmouth.com

STANDARD SPECIFICATIONS

ACI SPEC-310.1-20	Specification for Concrete Slab Finishes
ANSI A108	Installation Standards for Tile Flooring
ANSI A118	Material Specification for Tile Flooring
ANSI A137	Material Specification for Tile Flooring
ASTM F 1700	Standard Specification for Solid Vinyl Floor Tile
ASTM F1303-04	Standard Specification for Sheet Vinyl Floor Covering with Backing 2021
ASTM F1861-21	Standard Specification for Resilient Wall Base
CRI 104	Carpet Installation Standard for Commercial Carpet
NFCA B02B	Reference Guide Standards for Resilient Flooring
NWFA	Wood Floor Installation Guidelines 2019

TECHNICAL SPECIFICATIONS

- A. Performance
 - 1. The firm shall supply all materials, labor, tools, and related services required for the performance of the contract.
 - 2. The firm will aid Facilities staff with the selection of flooring products. Upon request the firm will supply flooring samples for selection purposes prior to an approved job. Upon request the firm shall provide layout plans, work plans, and written schedules to be approved by the Facilities Supervisor, or his designee, prior to work commencing.
- B. Site visits
 - 1. The firm shall field measure and check all areas designated to receive floor coverings and vinyl base. Requests for extra compensation will not be approved for measurement or take-off errors by the Contractor.
 - 2. The firm's project manager will meet with Facilities staff as often as required for the purpose of reviewing progress and providing necessary guidance.
- C. General Installation Requirements
 - 1. Comply with the manufacturer's instructions and recommendations for all flooring products and installation materials.
 - 2. Comply with the Standard Specifications for each type of flooring.
 - 3. Install flooring under open-bottom obstructions and under removable flanges and furnishings, into alcoves and closets of each space.
 - a. Run flooring under open-bottom items such as heating convectors and install tight against wall, columns, and cabinets so the entire floor area is covered with flooring material.
 - b. Install edging guard at all openings and doors wherever flooring terminates, unless indicated otherwise.
 - c. Prior to installation, the Contractor shall notify Facilities staff about all other obstructions which may occur.
 - 4. Cutting shall be done in accordance with the manufacturer's recommendations, using the tools designed for the flooring being installed. Remove all debris and carpet remnants from job site and dispose of properly. Carpet remnants more than one yard may be returned to Facilities staff.
 - 5. Edges shall be butted together with the proper pressure to produce the tightest joint possible without distortion.
 - 6. All carpet shall be installed with pile-lay in the same direction except when directed by Facilities staff to use a quarter-turned method.
 - 7. Use leveling compounds where necessary.
 - a. Metal-nosing strips shall be used as required. Substitutions must be approved by the City.

Installation of metal- nosing strips on concrete or stone surfaces shall be by drilling, inserting plastic plugs and using non-corrosive drive screws.

- b. All screws shall have shallow head profile.
 8. Carpet and Vinyl composition tile (VCT) shall be adhered directly to existing floor surfaces in accordance with manufacturer's printed instructions.
 9. Vinyl base shall be adhered directly to designated surfaces after
 10. flooring is installed in accordance with manufacturer's printed instructions.
- D. Surface Preparations: Carpet and VCT
1. The firm shall prepare existing floors to receive carpet or VCT.
 - a. Prior to filling, the floor must be swept clean of all loose debris.
 - b. After filling, allow filler to dry. Damp mop floor and allow drying. Vacuum after mopping to ensure all debris is removed for a proper substrate to install flooring .
 - c. All cracks, holes, unevenness, and rough areas will be leveled and smoothed with material that complies with carpet or VCT manufacturer's recommendations to ensure warranty terms.
- E. Surface Preparations: Vinyl Base
1. Designated surfaces to receive vinyl base shall be structurally sound, smooth, dry and clean, free of dirt, dust, oil, wax or other foreign matter which would interfere with a good bond.
 2. Painted surfaces to receive vinyl base shall be thoroughly dry and cured.
 3. The firm shall roughen shiny surfaces such as glossy paint that may cause adverse bonding.
 4. The back of vinyl base shall be free of mold release agents or other contaminants that could interfere with proper adhesion.
- F. Installation: Carpet and VCT
1. Layout and plan the area to be carpeted or tiled by preparing a seaming plan to be approved by the City prior to work commencing. The seaming plan shall reflect minimum number of seams possible under guidelines of these specifications.
 2. Check the plan against the available roll lengths and dye-lot numbers to ensure all rolls are of the same dye-lot. Using more than one dye-lot in the same room or open area is not permitted.
 3. Plan seam locations so that no perpendicular seams occur at door openings.
 4. Seams shall run with flow of traffic as best as possible.
- G. Installation: Carpet tiles
1. Install carpet according to manufacturer's printed instructions.
 2. Apply adhesives as per manufacturer's printed instructions.
 3. In open perimeter designs, use a fixed reducer strip to secure the area.
- H. Installation: Vinyl Base
1. All vinyl base shall be “cove-cut” on inside corners.
 2. Plan seam locations so that no seams end on outside corners.
 3. Check each carton of base for dye-lot numbers to assure there is no mixing of dye lots

during installation.

I. Installation: tile floor

1. All tile flooring shall be installed per ANSI A118 and A137.1:2022
2. Floor tile Performance Requirements:
 - a. Dynamic Coefficient of Friction: Minimum 0.42 (Wet).
 - b. Static Coefficient of Friction: Minimum 0.60 (Wet)

J. Installation: Polished Concrete

1. All polished concrete flooring shall be installed per ACI SPEC-310.1-20
2. Comply with manufacturer's recommended polishing grits for each sequence to achieve desired finish level.
3. Follow manufacturer's recommended drying time between successive coats of Hardener and Densifier.

K. Adhesive Application:

4. Adhesives shall be compatible with the product being installed.
5. The contractor shall follow the manufacturer's recommendations to apply as directed for proper adhesion and to ensure compliance with warranty terms and conditions.

L. Cleanup: Immediately after completing installation:

1. Remove visible adhesive, seam sealer, and other surface blemishes using cleaner recommended by manufacturer.
2. Remove protruding yarns from carpet surface.
3. Remove all debris and carpet remnants less than one yard from job site and dispose of properly. Carpet remnants more than one yard may be salvaged by the City.
4. The firm shall use care in protecting building, equipment, and furnishings when performing the work. The firm shall repair or be responsible for the cost to repair damage incurred in the process of performing the required services.

EXHIBIT A

PROPOSAL FORM

Proposal Number: RFP 12-24 Citywide Flooring

Due Date & Time: May 21,2024 @ 2:00 p.m.

DESCRIPTION (FIRST YEAR)	RATE	
	Regular Time	Overtime
Hourly Rates		
Superintendent	_____	_____
Foreman	_____	_____
Laborer	_____	_____
Material Mark-up percent	_____ %	

DESCRIPTION (SECOND YEAR)		
Hourly Rates	Regular Time	Overtime
Superintendent	_____	_____
Foreman	_____	_____
Laborer	_____	_____
Material Mark-up percent	_____ %	

DESCRIPTION (THIRD YEAR)		
Hourly Rates	Regular Time	Overtime
Superintendent	_____	_____
Foreman	_____	_____
Laborer	_____	_____
Material Mark-up percent	_____ %	

Please state your regular working hours _____
Please state your normal response time _____

FIRM: _____
ADDRESS: _____
CONTACT PERSON: _____
EMAIL: _____
TELEPHONE: _____ FAX: _____
AUTHORIZED SIGNATURE _____

EXHIBIT B

CONTRACT AGREEMENT

RFP #12-24 Citywide Flooring Services

THIS AGREEMENT is made as of the _____ day of _____ in the year 2024 between the City of Portsmouth, New Hampshire (hereinafter call the Owner) and

_____ (hereinafter called the Contractor). Owner and Contractor agree as follows:

ARTICLE I - WORK - The Contractor shall provide at its expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of those services described in the Work Scope and Requirements of RFP 12-24.

ARTICLE II – COORDINATION – The Facilities Director for the Owner, or his authorized representative, will act as contact in connection with the scheduling and authorization of services in accordance with the contract documents. Scheduling of project work may be confirmed or memorialized by e-mail.

ARTICLE III - CONTRACT TIME - The initial contract period will be for one year and will commence upon award of Contract. This Contract may be extended for additional years upon approval of both parties.

ARTICLE IV - CONTRACT PRICE - Owner shall pay Contractor for performance of the work in accordance with the Proposal Form submitted by Contractor.

ARTICLE V - PAYMENT – The Contractor shall invoice the Owner within 30 days of completion of the work performed or monthly. All material invoices submitted to the Contractor must be submitted with the Contractor’s invoices to the City.

ARTICLE VI - TERMINATION FOR DEFAULT - The Owner may terminate this Contract with seven (7) days’ notice should the Contractor fail to perform work in accord with the Scope of Work and Project Requirements. Failure to maintain any and all licenses necessary to perform the work and/or to maintain insurance coverage is grounds for immediate termination of the Contract.

ARTICLE VII - INDEMNIFICATION OF OWNER - Contractor will indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys’ fees) arising in any way out of the Contractor's negligence or breach of its obligations or warranties under this Contract. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorney's fees, and will satisfy any judgment rendered against Owner in such action.

ARTICLE VIII - NONDISCRIMINATION

Any entity that enters a contact for goods or services with the City of Portsmouth or any of its boards, agencies and departments and any recipient of City funds shall:

1. Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting, or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

2. Not discriminate in the performance of the contract on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status

ARTICLE IX - PERMITS - The Contractor will secure at its own expense, all permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable Owner, State, and Federal laws, ordinances, rules and regulations.

ARTICLE X - INSURANCE - The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those described in the Insurance Requirements.

ARTICLE XI - MISCELLANEOUS -

10.1 Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.

10.2 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

10.3 This Contract shall be governed by and construed in accordance with New Hampshire law.

IN WITNESS WHEREOF, the parties hereunto executed this AGREEMENT the day and year first above written.

OWNER OF PORTSMOUTH, NH

NAME OF BUSINESS

By: _____

Karen S. Conard, Owner Manager

By: _____

Printed Name: _____

Title: _____